

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KATHLEEN HANNA and JOHANNA
FATEMAN,

Plaintiffs,

v.

BARRY IMBERMAN A/K/A BARRY MANN,
WIXEN MUSIC PUBLISHING, INC., and
DYAD MUSIC, LTD.,

Defendants.

Civil Action No. 21-cv-08337-JSR

ECF Case

**STIPULATION OF SETTLEMENT AND
ORDER OF DISMISSAL**

WHEREAS, on October 8, 2021, plaintiffs Kathleen Hanna and Johanna Fateman (“Plaintiffs”) filed a complaint (the “Complaint”) against defendants Barry Mann (sued under his birth name, Barry Imberman), Wixen Music Publishing, Inc., and Dyad Music Ltd. (collectively, “Defendants”) seeking (i) a judgment declaring that Plaintiffs’ song “Deceptacon” does not infringe Defendants’ copyright in the song “Who Put the Bomp” (“Bomp”), including on the bases that sections of Bomp lack copyright protection and that Plaintiff’s use is fair use under the Copyright Act, and (ii) damages for Defendants’ tortious interference with prospective economic advantage;

WHEREAS, without any admission of liability, the parties have reached an amicable resolution of all claims that have been or could have been asserted by any of the parties in this case;

WHEREAS, the parties have executed a confidential Settlement Agreement and Mutual Release resolving all claims at issue in this case;

WHEREAS, neither of the parties to the above-captioned action is an infant or incompetent person; and

WHEREAS, the parties in the above-captioned action wish to discontinue the litigation with prejudice;

IT IS HEREBY STIPULATED AND AGREED by and between the parties, by the signatures of their undersigned counsel below, as follows:

1. The parties hereby agree that the above-captioned action is dismissed and discontinued with prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.
2. Any and all of the claims for damages and other relief by the parties that are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled and resolved.
3. Plaintiffs and Defendants shall bear their own attorneys' fees and costs incurred in this action.
4. In consideration of the exchange of promises set forth herein and in the parties' confidential Settlement Agreement and Mutual Release, Plaintiffs hereby release Defendants, and their subsidiaries, divisions, licensees, affiliates, officers, directors, members, managers, employees, partners, agents, attorneys, trustees, heirs, beneficiaries, successors, and assigns, from any and all claims, liabilities, and causes of action related to or arising out of any and all of the events set forth in the Complaint.
5. In consideration of the exchange of promises set forth herein and in the parties' confidential Settlement Agreement and Mutual Release, Defendants hereby release Plaintiffs, and their licensees, employees, agents, attorneys, heirs, trustees, beneficiaries, successors, and assigns, from any and all claims, liabilities, and causes of action related to or arising out of any and all of the events set forth in the Complaint.
6. Nothing in this So Ordered Stipulation of Settlement shall be construed as an admission or concession of liability whatsoever by either party regarding any of the allegations made in the Complaint.
7. This Stipulation of Settlement and any Order entered thereon shall have no precedential value or effect whatsoever and shall not be admissible in any action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement and/or the parties' related confidential Settlement Agreement and Mutual Release.
8. This Court shall retain jurisdiction to enforce the terms of this So Ordered Stipulation of Settlement and the related confidential Settlement Agreement and Mutual Release executed by the parties.


Dated: November 1, 2021
New York, New York



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Attorneys for plaintiffs Kathleen Hanna and Johanna Fateman

Dated: November 1, 2021
Oakland, California

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Attorneys for defendants Barry Mann, Wixen Music Publishing, Inc., and Dyad Music Ltd.

SO ORDERED:
